

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CLIVE CHRISTIAN,

Plaintiff,

vs.

SCOTTSDALE INSURANCE
COMPANY,

Defendant.

Case No.

Circuit Court Case No. 2024-002765-CA-01

NOTICE OF REMOVAL

COMES NOW, SCOTTSDALE INSURANCE COMPANY (“SCOTTSDALE”), named as Defendant in the within cause of action, by and through undersigned counsel, and, pursuant to 28 U.S.C. §§ 1446, 1441(b), and 1332, files this Notice of Removal, and, in support hereof, states as follows:

1. Plaintiff, CLIVE CHRISTIAN (hereinafter, “PLAINTIFF”), commenced this action on February 15, 2024 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; the Circuit Court action was assigned Case Number 2024-002765-CA-01. A copy of the Summons, Complaint, and such other papers or exhibits as are required by the Local Rules of this Court, are filed herewith, as Exhibit “A.”

2. The Notice of Service of Process reflects service of process in the State Court action upon SCOTTSDALE on date February 29, 2024. *Refer to*, Exhibit. “A.”

3. 28 U.S.C. § 1332 provides, in relevant part, as follows:

(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between---

(1) citizens of different States;....

4. By way of Paragraph 1 of PLAINTIFF’S Complaint, PLAINTIFF alleges that, “[t]his is an action for Breach of Contract for damages that are greater than \$50,000.00, exclusive of interest, costs and attorney’s fees.” *Refer to*, Complaint, Exhibit “A.”

5. Prior to filing suit, PLAINTIFF served the attached Notice of Intent to Initiate Litigation referencing the Notice is being provided following a denial of coverage and that the estimate of damages is \$182,494.00. *Refer to*, Notice of Intent to Initiate Litigation with accompanying estimate prepared by Capital Claims Group, totaling \$182,493.78, is attached hereto as Composite Exhibit “B.” Additionally, subsequently to filing suit, PLAINTIFF, through his counsel and on date March 26, 2024, made a settlement demand to SCOTTSDALE (through undersigned counsel) in the amount of \$179,000.00. *Refer to*, March 26, 2024 email correspondence at Exhibit “C” hereto.

6. In view of the foregoing, and in accordance with 28 U.S.C. § 1446(c)(2)(A)(ii), SCOTTSDALE asserts that the amount in controversy in this case is in excess of \$75,000.00, and the amount-in-controversy requirement of 28 U.S.C. § 1332 is satisfied.

7. The PLAINTIFF, at Paragraph 5 of his Complaint, alleges that, he owns property insured by Defendant located at 12748 SW 50th Terrace, Miami, Florida 33186. *Refer to*, Complaint, Exhibit “A.” SCOTTSDALE does not dispute the ownership allegation. The Insured Property that is the subject of PLAINTIFF’S suit is a home at address 12748 SW 50th Terrace, Miami, Miami-Dade County, Florida 33186 and records maintained by the Miami-Dade County Property Appraiser for the subject address indicate that the residence is owned by the PLAINTIFF and that the PLAINTIFF enjoys a homestead tax exemption status at this address. *Refer to*,

Property Appraiser Records at Exhibit “D” hereto. Based on the foregoing, SCOTTSDALE is informed, and believes, that PLAINTIFF, may only be deemed a Citizen of the State of Florida.

8. SCOTTSDALE is a corporation duly organized and existing under the laws of the State of Ohio, with its principal place of business in the State of Arizona, and is a citizen of only the States of Ohio and Arizona. (Pursuant to 28 U.S.C. § 1332(c)(1), “a corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business....”.)

9. There is complete diversity of citizenship in this case.

10. The Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332.

11. The within Notice of Removal is being filed within thirty (30) days of the receipt of other paper from which it was first ascertained that the case is one which is or has become removable by SCOTTSDALE, and is, therefore, timely under 28 U.S.C. § 1446.

12. Removal to the Miami Division of the United States District Court for the Southern District of Florida is proper, under 28 U.S.C. § 1441(a), as the State Court action was initiated by PLAINTIFF in Miami-Dade County, Florida, which is located within this District/Division.

13. Undersigned counsel for SCOTTSDALE certifies that she will file a copy of the Notice of Removal with the Clerk of Court for Seminole County, Florida, and will give notice of same to Plaintiff’s counsel, Daniel Furmanski, Esquire and Brett L. Schlacter, Esquire, Schlacter Law, bls@schlacterlaw.com; daniel@schlacterlaw.com; marilyn@schlacterlaw.com; service@schlacterlaw.com.

WHEREFORE, SCOTTSDALE prays for removal of this cause of action to the United States District Court for the Southern District of Florida (Miami Division), and for a stay of all proceedings in the State Circuit Court action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of March, 2024, a true and correct copy of the foregoing, with Exhibits, has been electronically filed *via* the CM/ECF Portal in the Southern District of Florida – Miami Division, which will generate a notice of filing to Plaintiff's counsel, Daniel Furmanski, Esquire and Brett L. Schlacter, Esquire, Schlacter Law, bls@schlacterlaw.com; daniel@schlacterlaw.com; marilyn@schlacterlaw.com; service@schlacterlaw.com.

Wilson Elser Moskowitz Edelman & Dicker LLP

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